SeekrFlow End User Agreement

This End User Agreement ("**Agreement**") is entered into between Seekr Technologies Inc. ("**Seekr**") and the customer that accepted this Agreement ("**Customer**"). This Agreement is effective as of the data Customer clicks to accept this Agreement or otherwise agrees by using SeekrFlow.

1.   Definitions

1.1   "AI Model" mean deep learning, machine learning, and other similar technologies, including any and all (a) proprietary algorithms, software, or systems that make use of or employ neural networks, statistical learning algorithms, or reinforcement learning, and (b) proprietary embodied AI and related hardware or equipment that together relate to learning, reasoning, or modelling capabilities that have the ability to infer the achievement of final objectives and produce outputs (e.g., content, predictions, recommendations, or decisions) that influence the environment with which the system interacts. For clarity, an AI Model may be included within an SeekrFlow, Non-Seekr Product, or as Third-Party Content.

1.2   "AI Output" means any information, data, text, sound, video, image, code, or other content generated by the AI Model provided under this Agreement in response to a prompt.

1.3   "Customer Data" means the AI Output along with any electronic data and information submitted by or for Customer to SeekrFlow, excluding Third-Party Content and Non-Seekr Products. For clarity, Customer Data does not include Usage Data.

1.4   "Customized Model" means all AI Models that Customer creates using SeekrFlow by further training, fine-tuning, or otherwise altering an existing AI Model.

1.5   "Documentation" means the instructions for use, technical and functional documentation, and API information made available by Seekr, which may be updated by Seekr from time to time.

1.6   "Non-Seekr Products" means Web-based, mobile, offline or other software functionality that interoperates with SeekrFlow, that is provided by Customer or a third party.

1.7   "Order" means a proposal, quote, or order form issued by Seekr to Customer specifying the product offering Seekr will provide under this Agreement, including the SeekrFlow Solution, and if applicable, professional services, If Customer order the Seekr Flow Solution from a Reseller, the Order means the list of services Seekr will provide to Customer under this Agreement, included in a similar document(s) exchanged between the Reseller and Seekr that refers to this Agreement.

1.8   "**Reseller**" means, if applicable, the authorized non-affiliate third party reseller that sells the SeekrFlow Solution to Customer.

1.9   "SeekrFlow" means the Software, maintenance, and support services and other associated services and Documentation made available by Seekr and identified in an Order. SeekrFlow excludes Customer Data, Non-Seekr Products, and Third-Party Content.

1.10   "Seekr IP" means all patents, copyrights, trade secrets, and other intellectual property rights in, related to, or used in the provision or delivery of, any SeekrFlow or technical solution underlying SeekrFlow, and any improvement, modification, or derivative work of any of the foregoing.

1.11   "Software" means software licensed by Seekr under this Agreement and made available for download or otherwise delivered to Customer for installation, including updates, modifications, and all copies thereof.

1.12   "Supplemental Terms" means additional terms and conditions that apply to a particular offering as attached hereto or set forth or referenced in an Order.

1.13   "Third-Party Content" means content owned or controlled by a third party and made available to Customer by the third party through or in connection with SeekrFlow.

1.14   "Usage Data" means information, statistics, and metrics regarding usage, operation, support, and maintenance collected or derived from SeekrFlow, Customer Data, or Customer's use of the SeekrFlow, and any content derived from usage, operation, support, and maintenance data.

2.   Fees and Payment

2.1   Ordering. The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of these Agreement and all applicable Supplemental Terms.

2.2   Payment. Customer will pay the fees set forth in the applicable Order within 30 days after the invoice date unless otherwise agreed by the parties.

2.3   Taxes. Seekr's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Seekr has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Seekr will invoice Customer and Customer will pay that amount unless Customer provides Seekr with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Seekr is solely responsible for Taxes assessable against it based on its income, property and employees.

3.   SeekrFlow Use and Use Restrictions

3.1   Use Rights. Seekr grants Customer a nonexclusive, nontransferable, limited right to access and use SeekrFlow for Customer's internal business purposes, as documented in the Order and solely in accordance with this Agreement. Seekr grants Customer a nonexclusive, nontransferable, non-sublicensable, limited license copy, install, and use Software of Seekr for Customer's internal business purposes, solely in accordance with the Agreement. Customer's rights to use SeekrFlow include the rights to create Customized Models.

3.2   General Use Restrictions. Except as authorized in this Agreement, Customer will not, and will not permit any person or entity to, (a) resell, transfer, sublicense, publish, loan, or

lease, or use for the benefit of any third party SeekrFlow without the prior written consent of Seekr, (b) modify, alter, tamper with, repair, or create derivative works of SeekrFlow, (c) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of SeekrFlow, (d) use SeekrFlow in a manner that could subject such SeekrFlow to any open source software license that conflicts with this Agreement, (e) use SeekrFlow for the purpose of developing or enhancing any product that is competitive with SeekrFlow, or (f) remove any proprietary notices or legends contained in or affixed to SeekrFlow. The restrictions set out in this Section do not apply to the extent they conflict with mandatory applicable law.

3.3 Users. Customer will ensure that any access or use of an SeekrFlow on Customer's behalf, at Customer's invitation, or by invitation of a Customer user, complies with Customer's obligations under this Agreement. If Customer becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, Customer will immediately notify Seekr and terminate the relevant user or user account's access to SeekrFlow. Customer is responsible for any act or failure to act by any user or any person using or accessing the account of a user in connection with this Agreement. Customer acknowledges and agrees that users who submit declarations, notifications, or orders to Seekr are acting on Customer's behalf. If a Customer affiliate accesses or uses SeekrFlow, Seekr may enforce its rights directly against that affiliate.

3.4 Acceptable Use Policy. Customer will comply, and ensure that all users of SeekrFlow, Customized Models, and AI Outputs comply, with the Acceptable Use Policy set forth at www.seekr.com/acceptable-use-policy ("AUP").

3.5 Security of Customer Systems. Customer is responsible for the security of Customer systems, including Software on Customer's systems, and will take commercially reasonable steps to exclude malware, viruses, spyware, and Trojans from Customer's systems.

3.6 Changes to SeekrFlow. SeekrFlow may be modified, discontinued, or substituted by Seekr from time to time.

3.7 Non-Seekr Products. Seekr may make available third-party products or services, including Non-Seekr Products or Third-Party Content. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any third-party provider is solely between Customer and the applicable provider. Seekr does not warrant or support Non-Seekr Products or Third-Party Content. Seekr is not responsible for any disclosure, modification or deletion of Customer Data or Customized Models resulting from access by such Non-Seekr Product or its provider.

3.8 Third-Party Content. Any contractual relationship regarding Third-Party Content is solely between Customer and the relevant third party and may be governed by separate terms made available by Seekr with or as part of Third-Party Content. Seekr will have no responsibility for Third-Party Content or Customer's use of such Third-Party Content.

3.9 Integrations. SeekrFlow may contain features designed to interoperate with Non-Seekr Products. Seekr cannot guarantee the continued availability of such features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if

for example and without limitation, the provider of a Non-Seekr Product ceases to make the Non-Seekr Product available for interoperation in a manner acceptable to Seekr.

3.10   Removal of Third-Party Content and Non-Seekr Products. If Customer receives notice, including from Seekr, that Third-Party Content or a Non-Seekr Product may no longer be used or must be removed, modified, or disabled to avoid violating applicable law or third-party rights Customer will promptly do so. If Customer does not take required action, including deleting any Third-Party Content Customer may have downloaded from SeekrFlow, in accordance with the above, or if in Seekr's judgment continued violation is likely to reoccur, Seekr may disable the applicable Third-Party Content, SeekrFlow, or Non-Seekr Product. If requested by Seekr, Customer shall confirm deletion and discontinuance of use of such Third-Party Content and Non-Seekr Product in writing and Seekr shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if Seekr is required by any third-party rightsholder to remove Third-Party Content, or receives information that Third-Party Content provided to Customer may violate applicable law or third-party rights, Seekr may discontinue Customer's access to Third-Party Content through the SeekrFlow.

3.11   Hosting. Customer will obtain, at its own expense, any rights, consents, and permits from vendors of software and services used by Customer in connection with any SeekrFlow that are required for such use. Customer is responsible for obtaining appropriate levels of compute to operate SeekrFlow as specified in the Order. Customer is solely responsible for any hosting, retention or archiving of data or models produced using SeekrFlow.

3.12   SeekrFlow Support. The level of SeekrFlow Support selected for this Agreement and procedures for obtaining Support are detailed in the Order.

4.   Proprietary Rights

4.1   Reservation of Rights. SeekrFlow and Seekr IP are and remain the property of Seekr and its licensors. Seekr reserves all rights in SeekrFlow and Seekr IP not expressly granted in this Agreement.

4.2   Feedback. Customer grants to Seekr and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Seekr's or its affiliates' services.

4.3   Customer Intellectual Property. Subject to the limited licenses herein, Seekr will not acquire any title to or ownership of Customer Data by virtue of this Agreement. Seekr and its subcontractors will use Customer Data only for the purpose of providing the SeekrFlow, or as otherwise permitted by this Agreement or agreed by the parties. As between the parties, Customer owns and shall retain all proprietary rights in and to its Customized Models and AI Outputs. To the extent that Seekr is deemed to be the owner of any such outputs by operation of law, Seekr hereby assigns all copyrights and other intellectual property rights in such outputs to Customer.

4.4   License to Customer Intellectual Property. During the Term, Customer grants Seekr, its affiliates and applicable contractors a worldwide, irrevocable license to host, copy, use,

transmit, and display any Non-Seekr Products created with SeekrFlow or for use with SeekrFlow, Customized Models, and Customer Data, each as appropriate for Seekr to provide and ensure proper operation of SeekrFlow in accordance with this Agreement. If Customer chooses to use a Non-Seekr Product, Customer grants Seekr permission to allow the Non-Seekr Product and its provider to access Customer Data and information about Customer's usage of the Non-Seekr Product as appropriate for the interoperation of that Non-Seekr Product with SeekrFlow.

5.   Data

5.1   <u>Security and Data Privacy</u>. Each party will comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Seekr acts as Customer's processor of personal data provided by Customer, the Data Processing Addendum available at <u>www.seekr.com/data-processing-addendum</u> ("**DPA**"), including the technical and organizational measures described therein, apply to the use of the relevant SeekrFlow and are incorporated into this Agreement by this reference.

5.2   <u>Customer Data</u>. Customer is responsible for the content, management, transfer, use, accuracy, and quality of Customer Data and the means by which Customer acquires such Customer Data. Customer will ensure that Customer Data can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations. Some SeekrFlow may provide features that allow Customer to share Customer Data with third parties or make Customer Data public. If Customer elects to use such features, Customer Data may be accessed, used, and shared by third parties to whom Customer provides such access or shares such Customer Data, and Customer's election to use such features is at its sole discretion and risk.

5.3   <u>Usage Data</u>. Seekr and its affiliates and their subcontractors may collect and derive Usage Data and use Usage Data to support, maintain, monitor, operate, develop, and improve its products and services or enforce its rights, provided that any Usage Data derived from Customer Data is aggregated with other information so that the original Customer Data is not identifiable. Usage Data is Seekr IP.

6.   Warranties and Disclaimer

6.1   <u>SeekrFlow</u>. Seekr warrants that SeekrFlow will perform substantially in accordance with the features and functionalities described in the Documentation. To the extent permissible under applicable law, as Seekr's entire liability and Customer's sole and exclusive remedy for a breach of this warranty, at Seekr's option (a) Seekr will use commercially reasonable efforts to restore the non-conforming SeekrFlow so that they comply with this warranty, or (b) if such restoration would not be commercially reasonable, Seekr may terminate the Order for the non-conforming SeekrFlow and refund any prepaid fees for such SeekrFlow on a pro-rata basis for the remainder of the Subscription Term for that SeekrFlow. The warranty for SeekrFlow excludes issues, problems, or defects arising from Customer Data, Third-Party Content, Non-Seekr Products or use of SeekrFlow not in accordance with the terms of this Agreement.

6.2	Disclaimers. SEEKR MAKES ONLY THE LIMITED WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, AND DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SEEKR DOES NOT WARRANT OR OTHERWISE GUARANTEE THAT (A) REPORTED ERRORS WILL BE CORRECTED OR SUPPORT REQUESTS WILL BE RESOLVED TO MEET CUSTOMER'S NEEDS, (B) SEEKRFLOWS, NON-SEEKR PRODUCTS, OR ANY THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, FAIL-SAFE, FAULT-TOLERANT, OR FREE OF HARMFUL COMPONENTS, OR (C) CUSTOMER DATA AND THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. REPRESENTATIONS ABOUT SEEKRFLOWS OR FEATURES OR FUNCTIONALITY IN ANY COMMUNICATION WITH CUSTOMER CONSTITUTE TECHNICAL INFORMATION, NOT A WARRANTY OR GUARANTEE. CUSTOMER IS RESPONSIBLE FOR ASSESSING THE SUITABILITY OF SEEKRFLOW FOR CUSTOMER'S INTENDED USE.

## 7.	LIMITATION OF LIABILITY

7.1	Limitation of Liability. THE ENTIRE, AGGREGATE LIABILITY OF SEEKR RELATED IN ANY WAY TO THIS AGREEMENT IS LIMITED TO THE FEES PAID TO SEEKR FOR THAT SEEKRFLOW DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM, PROVIDED THAT THE AGGREGATE LIABILITY FOR ANY SEEKRFLOW WILL NOT EXCEED THE AMOUNT PAID FOR THAT SEEKRFLOW. THE FOREGOING LIMITATION DOES NOT APPLY TO SEEKR'S INDEMNITY OBLIGATION IN SECTION 8.

7.2	Exclusion of Consequential and Related Damages. IN NO EVENT WILL SEEKR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSS OF PRODUCTION OR DATA, INTERRUPTION OF OPERATIONS, OR LOST REVENUE OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE.

7.3	The foregoing limitations and exclusions apply (a) to the benefit of Seekr and its affiliates, and their respective officers, directors, licensors, subcontractors, and representatives, and (b) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise. For clarity, such limitations and exclusions will not apply to the extent that liability cannot be limited or excluded according to applicable law.

## 8.	Indemnification

8.1	Customer Indemnity. Customer will defend and hold harmless Seekr and its affiliates against any claim, demand, suit or proceeding made or brought against Seekr by a third party (a) alleging that the combination of a Non-Seekr Product, Customized Model, or Third-Party Content provided by Customer and used with SeekrFlow, infringes or misappropriates such third party's intellectual property rights, rights of publicity, or privacy rights or (b) arising from (i) Customer's use of SeekrFlow in an unlawful manner or in violation of the Agreement, (ii) any Customer Data or Customer's use of Customer

Data with SeekrFlow, (iii) a Customized Model including the results of, any decisions or advice made or given by, or any materials retrieved from the Customized Model; or (iv) Third-Party Content or a Non-Seekr Product (each a "**Claim Against Seekr**"), and will indemnify Seekr from any damages, attorney fees and costs finally awarded against Seekr as a result of, or for any amounts paid by Seekr under a settlement approved by Customer in writing of, a Claim Against Seekr.

8.2   Infringement Claim Indemnity. Seekr will indemnify and defend, at its expense, any action brought against Customer to the extent that it is based on a claim that SeekrFlow infringes any copyright, any trade secret, or a patent or trademark ("**Infringement Claim**"), and will pay all damages finally awarded against Customer by a court of competent jurisdiction or agreed in a settlement, provided that Customer gives Seekr (a) prompt written notice of the claim, (b) all requested information and reasonable assistance related to the claim and (c) sole authority to defend or settle the claim. Seekr will not admit liability or incur obligations on Customer's behalf without Customer's prior written consent, which will not be unreasonably withheld.

8.3   Injunction. In response to an Infringement Claim, Seekr may, at its sole option, obtain for Customer the right to continue using SeekrFlow, or replace or modify SeekrFlow to become non-infringing. If such remedies are not reasonably available: (a) Seekr will refund prepaid fees on a pro-rata basis for SeekrFlow; (b) any applicable licenses to such SeekrFlow will automatically terminate; and (c) Customer will immediately cease to use such SeekrFlow and return all related Seekr content in its possession.

8.4   Exclusions. Notwithstanding anything to the contrary in this Agreement, Seekr will not have any liability or obligation to Customer to the extent that an Infringement Claim arises out of (a) use of a prior version of SeekrFlow to the extent that a current version is non-infringing, (b) failure to use a replacement, correction, patch, or new version of the SeekrFlow offered by Seekr, (c) use of SeekrFlow in combination with Customer Data, equipment, or products not provided by Seekr (including a Non-Seekr Product or Third-Party Content), (d) any adjustment, modification, or configuration of SeekrFlow not made by Seekr, or (e) instructions, assistance, or specifications provided by Customer.

8.5   Sole and Exclusive Remedy. Section 8 sets forth Seekr's entire liability and Customer's sole and exclusive remedy for infringement of third-party intellectual property rights.

9.   Term and Termination

9.1   Term. The term of this Agreement is defined in the Order. .

9.2   Order Expiration. When the term set forth in the Order expires, this Agreement as it relates to that Order also expires. Termination or expiration of one Order will not affect other Orders.

9.3   Termination. A party may terminate this Agreement for cause (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or

assignment for the benefit of creditors. Any Order(s) associated this Agreement will also terminate upon the termination of this Agreement.

9.4   Suspension. Seekr may suspend or limit Customer's or any user's access to and use of SeekrFlow, in whole or in part, immediately (a) if Seekr reasonably determines that the use of the SeekrFlow poses a security risk to SeekrFlow, Seekr, or any third party, or subjects Seekr or any third party to liability, or (b) if Customer materially breaches this Agreement. Suspension or limitation will not limit any other rights available to Seekr under this Agreement, will not relieve Customer of its obligation to pay fees, and will be lifted when the reason for such suspension or limitation no longer exists.

10.   Confidentiality

10.1   Confidential Information. "Confidential Information" means all information disclosed by one party or any of its affiliates or subcontractors to the other party under this Agreement that is marked as confidential or the confidential nature of which is evident to a reasonable person. Seekr Confidential Information includes the terms of this Agreement and any Order, SeekrFlow, Usage Data, Seekr IP, and any information Customer derives from benchmarking SeekrFlow. The receiving party will (a) not disclose Confidential Information, except (i) on a need-to-know basis to its and its affiliates' employees, consultants, contractors, and financial, tax, and legal advisors that are bound by confidentiality obligations and use restrictions at least as restrictive as those in this Agreement, or (ii) as otherwise authorized by the disclosing party or this Agreement, (b) use Confidential Information only as required to exercise or enforce rights or perform obligations under this Agreement, and (c) use reasonable care to protect against unauthorized use and disclosure of the disclosing party's Confidential Information. The receiving party will be liable for compliance with Section 10 by each of its recipients. Seekr and its affiliates may name Customer as a customer on their websites and in customer lists and other marketing materials.

10.2   Exclusions. The obligations in Section 10.1 will not apply to any Confidential Information that (a) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, (b) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality, (c) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party, (d) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information, or (e) is required to be disclosed by a government authority or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.

11.   Miscellaneous

11.1   Assignment. This Agreement will extend to and be binding upon the successors, legal representatives, and permitted assignees of the parties. However, this Agreement and the rights granted under this Agreement may not be assigned, sublicensed, or otherwise

transferred (by operation of law or otherwise) by Customer without the prior written consent of Seekr. Any attempted assignment in violation of this Section will be void.

11.2   Force Majeure. Neither party will be liable for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving that party's employees). The delayed party will promptly notify the other party of any such event.

11.3   Information Obligations; Audit. Customer will provide information or other materials that Seekr reasonably requests to verify Customer's compliance with this Agreement. Upon reasonable advance notice, Seekr may conduct an audit of Customer's compliance with this Agreement. To minimize Customer disruption, Seekr may conduct remote audits using scanning tools operated by Customer to collect audit information. At Seekr's discretion, Customer will permit Seekr or its authorized agents to access facilities, workstations, and servers and take all commercially reasonable actions to assist Seekr in the audit. Seekr and its agents will comply with reasonable security procedures communicated to Seekr while on Customer's premises. Without limiting its rights under the foregoing, to determine unauthorized use of Software licenses, Seekr reserves the right to embed a reporting mechanism in Software.

11.4   Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

11.5   Governing Law. This Agreement will be governed by the laws of Delaware without regard to conflicts of laws principles. Each Party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in Delaware, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts.

11.6   Timing. Seekr will not be liable for any claim in connection with this Agreement if such claim is brought more than two years after the first event giving rise to such claim is or should have been discovered by Customer.

11.7   No Waiver; Validity and Enforceability. The failure to enforce any provision of this Agreement will not be construed as a waiver of such provision. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. The parties agree that electronic signatures or acceptance of this Agreement via an electronic system specified by Seekr will have the same force and effect as manual signatures.

11.8   Export. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval) that prohibit or restrict the export or re-export of the Seekr IP outside the US.

11.9   US Government Rights. Each of the Documentation and the software components that constitute SeekrFlow is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to SeekrFlow and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

11.10   Entire Agreement. This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter thereof and supersedes any previous or contemporaneous agreements or communications, whether written or verbal, relating to such subject matter. The reference to a document that refers to another document will be deemed to also include such other document, unless otherwise stated therein. This Agreement may not be varied except as set out in Supplemental Terms or otherwise in writing executed by manual signatures or electronic signatures of authorized representatives of both parties or via an online mechanism, if so provided explicitly for such purpose by Seekr. No other terms and conditions will apply. The terms of any purchase order or similar Customer document are excluded and such terms will not apply to any Order, and will not supplement or modify this Agreement irrespective of any language to the contrary in such document.